

DOCKET NO. FBT-CV-20-6097623-S : SUPERIOR COURT  
MARK DEMING : J.D. OF  
BRIDGEPORT/FAIRFIELD  
V. : AT BRIDGEPORT  
TRUMBULL BOARD OF EDUCATION : SEPTEMBER 4, 2020

**COVER SHEET RE:**  
**PLAINTIFF'S OBJECTIONS TO DEFENDANT'S REQUEST TO REVISE**

Pursuant to Practice Book § 10-37, Plaintiff Mark Deming ("Plaintiff") hereby files this Cover Sheet re: Plaintiffs Objections to Defendant's Request to Revise. Plaintiff has objected to the requests to revise numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 in the Defendant's Request to Revise dated August 17, 2020.

**THE PLAINTIFF,**

BY:

  
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Firm Juris No. 441393

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**PLAINTIFF'S OBJECTIONS TO DEFENDANT'S REQUEST TO REVISE**

Pursuant to Practice Book § 10-37, Plaintiff Mark Deming ("Plaintiff") hereby objects to the Defendant's Request to Revise dated August 17, 2020. As set forth more fully below, the Plaintiff objects to each request to revise that is contained in the Defendant Board of Education ("Defendant") Request to Revise dated August 17, 2020.

**First Requested Revision**

**PORTION OF PLEADING SOUGHT TO BE REVISED:**

First Count, Paragraph 4

4. In connection with the Board's appointment of the Plaintiff as Director of Facilities, the Board offered to the Plaintiff a written agreement dated June 19, 2014 (the "2014 Annual Contract"), a copy of which is attached hereto as Exhibit A.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase "2014 Annual Contract".

**REASON FOR REQUESTED REVISION:**

"The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified." *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain "the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in

an adverse party's pleading.” The use of the phrase “2014 Annual Contract” to characterize the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant’s First Requested Revision because the Plaintiffs use of the defined term “2014 Annual Contract” in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead simply refers to the document that the Plaintiff properly alleges is an annual contract as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” In Paragraph 4 of the First Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect.

The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiffs allegation that the letter he received was in fact his 2014 Annual Contract. In the First Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year.

It is well-settled that Practice Book § 10–35 “does not enable a pleader to mount a challenge

for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV–00–0092739–S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge the legal sufficiency of the complaint”).

The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter he received from the Defendant in 2014 was his “2014 Annual Contract.”

The Defendant’s request to revise Paragraph 4 of the First Count should be denied.

### **Second Requested Revision**

#### **PORTION OF PLEADING SOUGHT TO BE REVISED:**

First Count, Paragraph 5

5. The Plaintiff accepted the 2014 Annual Contract proposed to him by the Board and signed it on June 19, 2014.

#### **REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “2014 Annual Contract.”

#### **REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10–35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party’s pleading.” The use of the phrase “2014 Annual Contract” to characterize the referenced document is

misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant's Second Requested Revision because the Plaintiffs use of the defined term "2014 Annual Contract" in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead simply refers to the document as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that "each pleading shall contain a plain and concise statement of the material facts on which the pleader relies," and Section 10-2 of the Practice Book states that "[a]cts and contracts may be stated according to their legal effect." In the Paragraph 4 of the First Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect.

The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiffs allegation that the letter he received was in fact his 2014 Annual Contract. In the First Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year. It is well-settled that Practice Book § 10-35 "does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise]." *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). See also, e.g., *Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200,

at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge\ the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter he received from the Defendant in 2014 was his “2014 Annual Contract” and properly, plainly and concisely alleges that the Plaintiff accepted the “2014 Annual Contract” on June 19, 2014. The Defendant’s request to revise Paragraph 5 of the First Count should be denied.

**Third Requested Revision**

**PORTION OF PLEADING SOUGHT TO BE REVISED:**

First Count, Paragraph 6

6. The 2014 Annual Contract does not contain any provision stating that the Plaintiffs employment with the Board would be employment at will.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “2014 Annual Contract.”

**REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10–35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading.” The use of the phrase “2014 Annual Contract” to characterize the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant’s Third Requested Revision because the Plaintiffs

use of the defined term “2014 Annual Contract” in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead simply refers to the document as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.”

In Paragraph 4 of the First Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect. The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiff's allegation that the letter he received was in fact his 2014 Annual Contract.

In the First Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year.

It is well-settled that Practice Book § 10–35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV–00–0092739–S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter

he received from the Defendant in 2014 was his “2014 Annual Contract.”

The Defendant’s request to revise Paragraph 6 of the First Count should be denied.

**Fourth Requested Revision**

**PORITION OF PLEADING SOUGHT TO BE REVISED:**

First Count, Paragraph 9

9. Rather, annually in the summer each year commencing in 2015 and continuing to 2019, the Superintendent in Trumbull, serving as the chief executive officer of the Board, notified the Plaintiff by letter of the renewal of his annual employment contract and of the increase of his annual salary that had been authorized by the Board.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the words “renewal” and “annual employment Contract.”

**REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party’s pleading.” The use of the word “renewal” and the phrase “annual employment contract” to characterize the nature of the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant’s Fourth Requested Revision because Paragraph 9 of the First Count of the Complaint, as presently framed, is not misleading and does not



presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead properly contains the Plaintiffs material factual allegations that he had an annual employment contract that was renewed each year. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” The Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter in the summer each year.

The Defendant can admit or deny those allegations, but they are not improper and they should not be deleted. It is well-settled that Practice Book § 10-35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge\ the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 9 that he had an annual employment contract that was renewed in the summer each year.

The Defendant’s request to revise Paragraph 9 of the First Count should be denied.

### **Fifth Requested Revision**

#### **PORTION OF PLEADING SOUGHT TO BE REVISED:**

First Count, Paragraph 11

11. Relying on the annual employment letters he received as described in

paragraphs 9 and 10 above, the Plaintiff agreed with the Board each year to continue his employment as Director of Facilities for the annual salary, welfare provisions and benefits described in each renewal letter.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “renewal letter”.

**REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading”. The use of the word “renewal” and the phrase “annual employment contract” to characterize the nature of the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis

**OBJECTION:**

Plaintiff objects to Defendant's Fifth Requested Revision because the use of the phrase “renewal letter” in Paragraph 11 of the First Count of the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead properly sets forth plainly and concisely the Plaintiffs material factual assertion that he received a renewal letter each year which renewed his annual employment contract. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” The Plaintiff alleges that he relied on the annual employment letters he received and

agreed to continue his employment as Director of Facilities for the annual salary, welfare provisions and benefits described in each renewal letter.

The Defendant can admit or deny those factual allegations, but there is nothing improper about them. It is well-settled that Practice Book § 10–35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV–00–0092739–S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge[] the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 11 that he continued his employment based on the renewal letters he received. The Defendant’s request to revise Paragraph 11 of the First Count should be denied.

#### **Sixth Requested Revision**

Second Count, Paragraph 4

In connection with the Board’s appointment of the Plaintiff as Director of Facilities, the Board offered to the Plaintiff a written agreement dated June 19, 2014 (the “2014 Annual Contract”), a copy of which is attached hereto as Exhibit A.

#### **REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “2014 Annual Contract.”

#### **REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of

any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading". The use of the phrase "2014 Annual Contract" to characterize the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant's Sixth Requested Revision because the Plaintiffs use of the defined term "2014 Annual Contract" in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead simply refers to the document as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that "each pleading shall contain a plain and concise statement of the material facts on which the pleader relies," and Section 10-2 of the Practice Book states that "[a]cts and contracts may be stated according to their legal effect." In Paragraph 4 of the Second Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect.

The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiffs allegation that the letter he received was in fact his 2014 Annual Contract. In the Second Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year. It is well-settled that Practice Book § 10-35 "does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise]." *Sacred Heart Univ.*

v. *Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). See also, e.g., *Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge[] the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter he received from the Defendant in 2014 was his “2014 Annual Contract.”

The Defendant’s request to revise Paragraph 4 of the Second Count should be denied.

**Seventh Requested Revision**

**PORTION OF PLEADING SOUGHT TO BE REVISED:**

Second Count, Paragraph 5

4. The Plaintiff accepted the 2014 Annual Contract proposed to him by the Board and signed it on June 19, 2014.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “2014 Annual Contract.”

**REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party’s pleading”. The use of the phrase “2014 Annual Contract” to characterize the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to the Defendant's Seventh Requested Revision because the Plaintiffs use of the defined term "2014 Annual Contract" in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead simply refers to the document as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that "each pleading shall contain a plain and concise statement of the material facts on which the pleader relies," and Section 10-2 of the Practice Book states that "[a]cts and contracts may be stated according to their legal effect." In the Paragraph 5 of the Second Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect.

The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiffs allegation that the letter he received was in fact his 2014 Annual Contract. In the First Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year.

It is well-settled that Practice Book § 10-35 "does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise]." *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). See also, e.g., *Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super.

Ct. May 5, 2015) (denying requests to revise that “improperly challenge\ the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter he received from the Defendant in 2014 was his “2014 Annual Contract.” The Defendant’s request to revise Paragraph 5 of the Second Count should be denied.

### **Eighth Requested Revision**

#### **PORTION OF PLEADING SOUGHT TO BE REVISED:**

Second Count, Paragraph 6

4. The 2014 Annual Contract does not contain any provision stating that the Plaintiff s employment with the Board would be employment at will.

#### **REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “2014 Annual Contract.”

#### **REASON FOR REQUESTED REVISION:**

“The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981).Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading”. The use of the phrase “2014 Annual Contract” to characterize the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

#### **OBJECTION:**

Plaintiff objects to the Defendant’s Eighth Requested Revision because the Plaintiffs use of the defined term “2014 Annual Contract” in the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues,

but instead simply refers to the document as what the Plaintiff alleges it is: an annual contract. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” In the Paragraph 6 of the Second Count the Plaintiff plainly and properly alleges the material fact that the letter provided to the Plaintiff by the Defendant was an annual contract and refers to it as such, describing the letter according to its legal effect.

The Defendant can admit or deny that the letter provided by the Defendant to the Plaintiff was a 2014 Annual Contract as he alleges, but there is nothing improper about the Plaintiff's allegation that the letter he received was in fact his 2014 Annual Contract.

In the First Count of the Complaint the Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter at or around the beginning of each fiscal year. Therefore, it is entirely appropriate and relevant to refer to each alleged annual contract by year.

It is well-settled that Practice Book § 10-35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). See also, e.g., *Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 4 that the letter he received from the Defendant in 2014 was his “2014 Annual Contract.”



The Defendant's request to revise Paragraph 6 of the Second Count should be denied.

**Ninth Requested Revision**

**PORTION OF PLEADING SOUGHT TO BE REVISED**

Second Count, Paragraph 9

9. Rather, annually in the summer each year commencing in 2015 and continuing to 2019, the Superintendent in Trumbull, serving as the chief executive officer of the Board, notified the Plaintiff by letter of the renewal of his annual employment contract and of the increase of his annual salary that had been authorized by the Board.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the words "renewal" and "annual employment Contract."

**REASON FOR REQUESTED REVISION:**

"The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified." *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain "the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading". The use of the word "renewal" and the phrase "annual employment contract" to characterize the nature of the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis

**OBJECTION:**

Plaintiff objects to the Defendant's Ninth Requested Revision because Paragraph 9 of the Second Count of the Complaint, as presently framed, is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but

instead properly contains the Plaintiffs material factual allegations that he had an annual employment contract that was renewed each year.

Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” The Plaintiff alleges that he had an annual employment contract with the Defendant, beginning in 2014, renewed thereafter in the summer each year.

The Defendant can admit or deny those allegations, but they are not improper and they should not be deleted. It is well-settled that Practice Book § 10–35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV–00–0092739–S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge[] the legal sufficiency of the complaint”).

Here, the Plaintiff properly, plainly and concisely alleges in Paragraph 9 that he had an annual employment contract that was renewed in the summer each year.

The Defendant’s request to revise Paragraph 9 of the Second Count should be denied.

### **Tenth Requested Revision**

#### **PORTION OF PLEADING SOUGHT TO BE REVISED**

Second Count, Paragraph 11

11. Relying on the annual employment letters he received as described in paragraphs 9 and 10 above, the Plaintiff agreed with the Board each year to continue his

employment as Director of Facilities for the annual salary, welfare provisions and benefits described in each renewal letter.

**REQUESTED REVISION:**

The Board requests Plaintiff delete the phrase “renewal letter.”

**REASON FOR REQUESTED REVISION:**

The request to revise is a motion for an order directing the opposing party to revise his pleading in the manner specified.” *Royce v. Westport*, 183 Conn. 177, 180, 439 A.2d 298 (1981). Practice Book § 10-35 provides a party may request a revision to obtain “the deletion of any unnecessary, repetitious, scandalous, impertinent, immaterial or otherwise improper allegations in an adverse party's pleading”. The use of the word “renewal” and the phrase “annual employment contract” to characterize the nature of the referenced document is misleading as it presumes a legal conclusion for which there is no factual basis.

**OBJECTION:**

Plaintiff objects to Defendant’s Tenth Requested Revision because the use of the phrase “renewal letter” in Paragraph 11 of the Second Count of the Complaint is not misleading and does not presume a legal conclusion for which there is no factual basis as the Defendant argues, but instead properly contains sets forth plainly and concisely the Plaintiff’s material factual that he received a renewal letter each year which renewed his annual employment contract. Section 10-1 of the Practice Book provides that “each pleading shall contain a plain and concise statement of the material facts on which the pleader relies,” and Section 10-2 of the Practice Book states that “[a]cts and contracts may be stated according to their legal effect.” The Plaintiff alleges that he relied on the annual employment letters he received and agreed to continue his employment as Director of Facilities for the annual salary,

welfare provisions and benefits described in each renewal letter.

The Defendant can admit or deny those factual allegations, but there is nothing improper about them. It is well-settled that Practice Book § 10-35 “does not enable a pleader to mount a challenge for claimed legal insufficiency [via a request to revise].” *Sacred Heart Univ. v. Fitness 4000, LLC*, 2016 WL 3912532, at \*2 (Conn. Super. Ct. June 15, 2016) (quoting *Weitzman v. Ribeiro*, Superior Court, judicial district of Middletown, Docket No. CV-00-0092739-S (February 13, 2002, Shapiro, J.)). *See also, e.g., Vaccaro v. U.S. Bank, N.A.*, 2015 WL 2473200, at \*6 (Conn. Super. Ct. May 5, 2015) (denying requests to revise that “improperly challenge the legal sufficiency of the complaint”). The Plaintiff properly, plainly and concisely alleges in Paragraph 11 that he continued his employment based on the renewal letters he received.

The Defendant’s request to revise Paragraph 11 of the Second Count should be denied.

**THE PLMNTIFF,**

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Firm Juris No. 441393

**CERTIFICATION**

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on September 4, 2020 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served:

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